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4040-63-697

Copy No. 1

Contract No.

IK 4466 LOGGED

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Contract No. IK 4666

SCHEDULE

PART I - SCOPE OF WORK

The Contractor shall furnish the necessary facilities, materials and services to accomplish the work set forth in EXHIBIT "A" attached hereto and made a part of this contract.

PART II - DELIVERY

Contractor shall furnish the work set forth in EXHIBIT "A" in accordance with the provisions thereof.

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PART III - ESTIMATED COST AND FIXED FEE

a. The total estimated target cost for the performance of this contract, exclusive of the fixed fee is ~~(to be negotiated)~~, and shall be subject to adjustment pursuant to the provisions of the Clause hereof entitled "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT."

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b. The total target fee for the performance of this contract is ~~(to be negotiated)~~ and shall be subject to adjustment pursuant to the provisions of the Clause hereof entitled "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT."

PART IV - PAYMENT

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled, "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT," the Government shall pay the Contractor, as full compensation for the performance of this contract, the incentive fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in performance of this contract, and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation;" such determination being subject to the provisions of this contract entitled "Disputes." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of cost incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder:

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(1) Premium costs for overtime work shall be an allowable item of cost hereunder.

(2) There shall be included as allowable indirect costs through overhead, Contractor Research and Development costs as are deemed reasonable and approved by the Contracting Officer in accordance with ASPR XV, Part 2, in effect the date of this contract.

(3) Costs of shipping charges of equipment procured hereunder from Contractor's plant to final destination shall be an allowable cost hereunder. Such costs have not been included in the estimated cost stated in Part 3 hereof. Such non-fee-bearing costs may be claimed by the Contractor for an adjustment in the estimated target costs. The amount by which the target costs become adjusted for this reason shall be excluded from the fee adjustment calculation defined in Paragraph (i) of Article 4 entitled "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT."

b. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers or invoices are made by the Contracting Officer or his duly authorized representative, the Contractor shall use those rates currently approved by the cognizant Military Department for billing purposes under CPFF contracts.

c. Contractor shall be paid the fee stated in PART III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fee stated herein is to the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting

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with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature of any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - GOVERNMENT-FURNISHED FACILITIES AND PROPERTY

a. Contractor is authorized to use on a no-charge-for-use basis those facilities furnished or to be hereinafter furnished under Air Force Facilities Contract No. AF33(600)-8886, provided such use does not interfere with the purpose for which such facilities are furnished.

b. Contractor is also authorized to use on a no-charge-for-use basis such items of special tooling, test equipment and facilities generated under any other contract between the parties hereto.

c. The Government shall also furnish those items of equipment set forth in Exhibit "A" which are to be retained by the Contractor for the performance of the work called for herein.

d. This contract does not include the use of any panoramic camera residual inventory from Contract No. BT-1943. However, at such time as such residual inventory may no longer be required by the Contractor to insure performance under Contract BT-1943, or the final residual inventory list is available from Contract No. BT-1943, the Contractor will review such inventory for possible use under this contract and shall so inform the Contracting Officer that such material has been or can be transferred in order that appropriate disposition action may be accomplished.

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PART VIII - PROGRAM MANAGEMENT AND SYSTEMS ENGINEERING AND TECHNICAL DIRECTION

a. The Contractor shall plan and conduct program development, design, tests, and manufacturing leading toward the attainment of the Panoramic Camera Subsystem described in Contractor Specification No. 55155 dated 7 March 1963.

b. Management of the program is the joint responsibility of several Agencies of the Government. In the interest of effective management, however, technical direction shall be provided by SAFSP through the Program Office of the Air Force Space Systems Division as the agent for all interested Agencies of the Government. The [redacted] Program Office established in SSD will be the single day-by-day point of contact with the Contractor.

c. The role of the Systems Engineering Contractor as pertains to systems engineering, approval of systems requirements, and acceptance of deliverable equipment, is herein recognized. Detailed functions and responsibilities of SE/TD are contained in Document SP2-085, Operating Procedures of SE/TD, dated 4 April 1962, said document being incorporated herein by reference.

10 June 1963 SP3-279

PART IX - OVERTIME

It is recognized that extensive overtime and extra-shift premium wage payments will be required in order to fulfill the performance schedule of the contract. The Contractor agrees to limit such overtime and extra-shift utilization, insofar as practicable, consistent with meeting such schedule. Therefore, no restrictions are imposed on such utilization and prior approvals therefore are not required.

PART X - GENERAL PROVISIONS

The rights and obligations of parties to this contract shall be subject to and governed by the General Provisions (as amended) which are contained in and are a part of Contract No. BT-1943, including the amendments to Article 4, "ALLOWABLE COST, INCENTIVE FEE AND PAYMENT (May 1961)" and the understanding that the requirements of paragraph a) and b) of Article 8, "SUBCONTRACTS" shall be \$50,000 for fixed-price subcontracts and \$10,000 for all cost-type subcontracts. No other subcontracts shall require such approval.

Also, Paragraph (i) of Article 4 of the General Provisions shall be revised to read as follows:

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out

Twenty

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"(1) The fee payable hereunder shall be the target fee increased by ~~thirty~~ cents (\$.30) for every dollar by which the total allowable cost is less than the target cost or decreased by ~~thirty~~ cents (\$.30) for every dollar by which the total allowable cost exceeds the target cost. In no event shall the fee be greater than [] nor less than [] of the target cost; and within these limits such fee shall be subject to adjustment by reason of increase or decrease of total allowable cost, on account of payments under the assignment required by (f) (1) above, and claims excepted from the release required by (f) (ii) above."

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Part XI CLEAN ROOM

It is agreed between the parties hereto that the Contractor will not incur ~~any~~ costs in excess of \$30,000.00 for clean-room improvements.

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EXHIBIT "A"

FIVE (5) UNIT FOLLOW-ON

A. Contractor shall furnish the necessary facilities, materials, and services to accomplish the Statement of Work set forth below and make delivery to the Government at the times and places specified herein below:

STATEMENT OF WORK

Item 1. - Fabricate five (5) each Panoramic Camera Subsystems in accordance with Contractor's Specification No. 55155, dated 7 March 1963, including the supplement attached thereto, said documents being incorporated by reference, together with such changes as may be agreed to between the Contractor and the Contracting Officer.

Item 2. - Contractor shall furnish the following GHE and GSE:

- a. Supply thirty (30) sets each film transit case spiders and protective flanges. (Existing spiders and flanges will be recycled.)

Item 3. - Furnish thirteen (13) film spools for the camera subsystem. (Existing spools will be refurbished and recycled.) Delivery shall be made in accordance with the Film/Spool/Transit Case schedule developed by the Contractor.

Item 4. - Furnish necessary field engineering services to support the subsystems at LMSC and VAFB in accordance with Detailed Field Engineering and Flight Support Work Statement, dated 15 March 1963. These services shall include integration of the Stellar/Index Camera Subsystems as furnished to the LMSC facility by Itek under separate contract. The Dynamic Resolution Tester installed at LMSC's A/P facility shall be maintained and operated by Itek personnel.

Item 5. - Contractor shall furnish spares in accordance with the following:

- a. On or before ninety (90) days after authorization to proceed, Boston shall furnish the systems Engineering Contractor seven (7) copies of a production list containing the part number, description, and quantity of those parts deemed necessary by Boston to support the equipments after shipment from Boston, considering the delivery schedule and two (2) facilities. This list shall indicate those long lead-time items already released to support the equipments.

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- b. If within thirty (30) days from the date of submission, the Systems Engineering Contractor and the Customer has neither approved nor disapproved all the items contained in such production lists, those items shall be deemed to have been authorized for provisioning purposes. In the event items are disapproved by the Customer, procurement activity shall be terminated where necessary.
- c. Spares shall be shipped to the Associate, F.O.B. the Associate's facility for maintenance of accountability in a segregated Stores Area. The parts shall be available to Boston's Field Engineering and Flight Support Group to replace those parts as may be necessary to certify flight readiness of the camera subsystems.
- d. The cost, fixed-fee, and delivery schedule of these spares shall be determined at a later date.

Item 6. - Contractor shall perform Inspection and Acceptance Tests in accordance with Specification No. 55155 and the following:

- a. Inspection of the material to be delivered from Boston shall be at a level deemed necessary by Boston and approved by the Government to insure performance. Boston shall provide additional inspection services in the event performance verification or rework is necessary to such material after acceptance and delivery. Boston shall also verify that no damage in transit has occurred to its materials after shipment from one facility to another.
- b. Shipment is F.O.B. Lexington, Massachusetts, via such carriers and to such destinations as may be designated by the customer. Boston will provide instrument transit cases.
- c. Final acceptance of equipment and materials to be delivered shall be at Boston. The Systems Engineering Contractor and other Customer's representatives will be notified five (5) days prior to the beginning of final acceptance tests. These tests shall be administered in accordance with the approved Acceptance Test Procedures. Requests for waivers on end item equipment deliveries shall be submitted to SE/TD for resolution. The execution of a DD Form 250 by Itek, which may contain concurrence signatures of the Systems Engineering Contractor's and other Customer's representatives, shall constitute final acceptance. Copies of the DD Forms 250 will be forwarded to the Contracting and Finance Officers.

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Item 7. - Contractor shall furnish the following reports and attend required meetings as follows:

- a. Weekly TWX progress report - to be forwarded to SE/TD on Wednesdays and shall report significant highlights of development for the preceding week - ending Saturday.
- b. Monthly TWX Financial Report - to be forwarded to the Contracting Officer the 20th of each month for the preceding Boston accounting month.
- c. Weight Report - to be forwarded every two (2) weeks to the Systems Engineering Contractor showing current weight estimate and first and second moments of inertia. Should the details of the report be unchanged, a TWX statement to that effect will be forwarded in lieu of the report.
- d. Acceptance Test Reports - to be forwarded as part of each subsystem logbook.
- e. Post-flight Engineering Analysis Report - ten (10) copies to be forwarded to SE/TD upon completion of each analysis. LMSC will furnish Contractor with copies of all pertinent telemetering data obtained during flight for engineering analysis by the contractor of camera subsystem performance.
- f. Systems Engineering Meetings shall be held once each month alternately at Associate and Boston. Such meetings shall be chaired and minutes prepared and distributed by the Systems Engineering Contractor. Contractor shall present such briefing aids and data as required.

Item 88. - Contractor shall provide the Systems Engineering Contractor with documentation of each Panoramic Camera Subsystem consisting of:

1. Panoramic Camera Subsystem Logbook.
2. Pan Subsystem Electrical Schematics as wired (three each). These drawings may be red-lined.

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B. Delivery - Contractor shall deliver the work called for above in accordance with the following schedule. Unless otherwise specified, acceptance and inspection shall be at Contractor's plant or plants for shipment to be made F.O.B. Contractor's plant, Lexington, Massachusetts.

Item 1. - Panoramic Camera Subsystem, Five (5), (less supply spools)

| | |
|-------------|------------------|
| Unit No. 09 | 20 November 1963 |
| Unit No. 10 | 20 December 1963 |
| Unit No. 11 | 20 January 1964 |
| Unit No. 12 | 20 February 1964 |
| Unit No. 13 | 20 March 1964 |

08
17 Sept

Item 2. -

| | <u>D</u> | <u>B</u> | <u>Date</u> |
|--|----------|----------|-------------|
|--|----------|----------|-------------|

a. Supply thirty (30) sets each film transit case spiders and protective flanges. 30 Per Plan

Item 3. - Film Spools (New and Refurbished) Per Plan

Item 4. - Field Engineering Services shall be furnished as required for the period of performance of this Contract, contemplated to be through 31 July 1964.

Item 5. - Spare parts shall be delivered in accordance with Item 5 of Paragraph A of this Work Statement.

Item 6. - Inspection and Acceptance shall be performed in accordance with Item 6 of Paragraph A of this Work Statement.

Item 7. - Reports - Deliver in accordance with a. through f. of Item 7 of Paragraph A of this Work Statement.

Item 8. - Data - Deliver in accordance with Item 8 of Paragraph A of this Work Statement.

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C. Furnished Equipment

| <u>Item</u> | <u>Description</u> | <u>Delivery Date</u> |
|-------------|---|--|
| 1. | Film and film transit cases as required for testing and checkouts. | Per Plan |
| 2. | Five (5) each "Adapter Rings," Part No. 52011, supplied under Contract BT-1943. | 3 ea - 15 July 1963 2 ea - 1 October 1963 |
| 3. | Contractor will be furnished and is also authorized to use on a no-charge-for-use basis such items of special tooling, test equipment, ground handling equipment, ground support equipment, and facilities generated under any previous contract entered into between the parties hereto. | |

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